

## AGREEMENT

THIS CONTRACT AGREEMENT FOR THE WORK OF “COMPREHENSIVE AMC OF UPS upto 40KVA, FDA, HVAC, CCTV, PA, WLD and Access control equipment, installed at 5th Floor of DIMTs office and CCTV, PA, FDA and Access Control system at 8<sup>th</sup> Floor of DIMTS office, at IT Park, Shastri Park, Delhi-11053. is entered into on dated \_\_\_\_\_ at Delhi by and between M/s **xxxx.**, having its registered office at **xxxxx** (herein after referred to as **CONTRACTOR** which expression shall, unless repugnant to context, include its successors and permitted assigns) of the ONE PART.

AND

**DELHI INTEGRATED MULTI MODAL TRANSIT SYSTEM LIMITED** having its registered office at 8th Floor, Block 1, Delhi Technology Park, Shastri Park, Delhi 110 053, (hereinafter referred to as DIMTS Ltd. which expression shall, unless repugnant to the context, include its successors and assigns) of the OTHER PART

WHEREAS

- A. DIMTS Ltd., had duly invited quotation for the work of “COMPREHENSIVE AMC OF UPS upto 40KVA, FDA, HVAC, CCTV, PA, WLD and Access control equipment, installed at 5th Floor of DIMTS office and CCTV, PA, FDA and Access Control system at 8<sup>th</sup> Floor of DIMTS office, at IT Park, Shastri Park, Delhi-110053” AND WHEREAS, in response there to, quotation was submitted by **M/s xxxxx.**, vide its offer dated xxxxxxxxxx for “**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT**”. The quotation was evaluated and found to be technically and financially qualified.
- B. AND WHEREAS in pursuance thereof DIMTS Ltd., vide its letter bearing no. xxxxxxxxxx dated xxxxxx issued its **Letter of Acceptance** to **M/s xxxxxx** for the said work.
- C. AND WHEREAS the CONTRACTOR having thoroughly acquainted itself as to the nature of work involved has duly inspected the SITE and surroundings of the work as specified and has satisfied itself by careful examination before submitting its quotation as the form and nature of the site of work 5<sup>th</sup> and 8<sup>th</sup> Floor of DIMTS office, at IT Park, Shastri Park, Delhi-11053 and local conditions, the quantities, nature and magnitude of the work, the availability of any labour and/or material requirements as may be necessary for the execution of the work, the means of access to the site and any other requirements necessary for the execution of the work and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in its quotation or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions, things and probable and possible contingencies and generally all matters incidental thereto and ancillary

thereof affecting the execution and completion of the work and which might have influenced it in making its quotation.

- D. THAT the quotation along with the Letter of Acceptance dated xxxx which are here to annexed, though separately set out herein, form an integral part of this Contract and are included in the expression "Contract" wherever herein used.
- E. AND WHEREAS DIMTS Ltd. accepted the quotation of the CONTRACTOR for the provision and the execution of the said work at a total Basic Rate of Rs. xxxxxxx (Rs. Xxxxx Only ). GST shall be paid extra as applicable. All other taxes such as VAT/Sales tax/, import duty, clearances, freight, local taxes, etc are included in the above rate. No road permit shall be provided by DIMTS.

**NOW THIS AGREEMENT WITNESSETH AND IS HEREBY AGREED AND DECLARED AS FOLLOWS:**

1. In consideration of the payment to be made to the contractor for the work to be executed by it, the CONTRACTOR hereby covenants with DIMTS Ltd. that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all such other acts and things as described or mentioned in the CONTRACT or which are implied there from or may be reasonably necessary for the completion of the said work at the said time(s) and in the manner and subject to the terms and conditions mentioned in the Agreement (Terms & Conditions).
2. In consideration of the due provision, execution and completion of the said work, DIMTS does hereby agree with the CONTRACTOR that DIMTS will pay the CONTRACTOR the amount(s) for the work done by him and approved by DIMTS at the rate(s) and in such manner and time as provided under the Agreement (Terms & Conditions).

## **TERMS & CONDITIONS**

**Name of work:** Comprehensive AMC of UPS upto 40KVA, FDA, HVAC, CCTV, PA, WLD and Access control equipment, installed at 5th Floor of DIMTS office and CCTV, PA, FDA and Access Control system at 8<sup>th</sup> Floor of DIMTS office, at IT Park, Shastri Park, Delhi.

### **General**

1. Bidder may visit the site location before submission of their offer.
2. All maintenance works shall be carried out as per the specified procedures and direction of Engineer-in-Charge.
3. The scope of work includes maintenance/ repair/ replacement as required for each system including software wherever required for any system and keeping all systems (as per List of Equipment attached as Terms & conditions) fully functional. The successful bidder will take over all the systems for comprehensive maintenance on **“as is where is”** basis.
4. All necessary logistics – Men, Material, spare parts, Tools and Plants that may be required to carry out the assigned maintenance works shall have to be arranged by the successful bidder.
5. The maintenance work shall be executed as per OEM’s specifications, for all equipment.
6. The successful bidder shall ensure adequate safety measures at site and implant safety protection wear such as wearing of helmets and safety jackets etc. into the routine workflow of employed staff at the work place/ site at its own cost. Also, the bidder shall be solely responsible for public safety, any loss of life or property of the users of the workstation/ site and/ or any labor or workman engaged at site, due to any accident, unfortunate or unforeseen event/ mishap during the course of undertaking any maintenance related works at site.
7. The successful bidder shall at all times indemnify and keep indemnified DIMTS against any claims, damages or compensation payable in consequences of any accident or injury sustained or suffered by the bidder’s employees or agents or by any other third party resulting from or by any action, omission, commissions or operation conducted by or on behalf of the bidder.
8. Routine service and cleaning of equipment shall be done on quarterly basis. Representative/ Service engineer of successful bidder shall visit the site every month. During each visit, the Service Engineer will inspect the entire system and carry out maintenance including replacement of parts, if necessary, adjust and make each system functional in all respects and should be acknowledged by DIMTS Ltd. signing the checking report as token of acceptance.
9. The successful bidder shall send a service Engineer to attend all breakdown calls as early as possible within 4 Hours after the complaint is lodged by DIMTS Ltd. All labor/

material/ spare parts/ software required for rectifying the breakdown shall be provided by the successful bidder. The bidder will ensure that sufficient numbers of spare parts for each system are kept in ready stock in store of the bidder.

10. Minor complaints would be attended and rectified within 24 hours the complaint made by DIMTS failing which a penalty of 0.5% of the basic rate per day will be imposed on successful bidder for delay of each day after 24 hours. The penalty will be subject to a maximum of 5% of the total contract value per year. Major complaints will be rectified within 48 Hours to 72 hours depending upon nature of complaint failing which a penalty of 1.0 % of the basic rate per day will be imposed for delay of each day after 72 hours of the complaint and this amount shall be deducted from any bill to be paid to contractor. This penalty will also be subject to a maximum of 10% of the contract value per year. (Minor complaints: are where some setting or small parts replacement such as PCBs, Fuses, etc. is required. Major complaints include power supply short circuiting, UPS failure any equipment completely failure including replacement of equipment etc.).
11. The bidder shall ensure that there is no violation of any statutory provisions and legal compliances of labor and other laws. The bidder shall further ensure that the labor and other licenses are renewed and kept valid throughout the currency of this contract. DIMTS shall not be held responsible for any liability arising there from any such default or on any such account whatsoever.
12. All taxes and duties which may be applicable shall be paid and born by the bidder and the bidder shall comply with all the prevailing labor laws, rules and regulations that may be applicable from time to time including PF, ESI, insurance policies as applicable and as may be specified by the Government of India/ GNCTD.
13. The bidder shall obtain all necessary and adequate insurance cover in respect of its employee/ workman, material and machinery, including the cover for accidents, personal injury, damage to third parties in case of accidental death / injury, loss or damage to property and maintain such insurance policies from time to time which shall be kept valid throughout the contract period and provide the copies thereof to DIMTS as and when required.
14. Bidder shall submit lump sum rates for each systems and the quoted rates and prices will be deemed to include all labor, supervision, materials, transport, all temporary works, erection, maintenance, taxes and duties, the bidder's profit, establishment cost and overheads, together with all general risks, insurance liabilities, compliance of labor laws, obligations set out or implied in the contract. Service Tax as applicable shall be paid extra.
15. DIMTS will be free to reject any proposal or cancel any award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. In such an eventuality, DIMTS will blacklist and declare the bidder ineligible, either indefinitely or for a stated period of time, to apply for a contract by DIMTS Ltd.
  - a. "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it

includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

b. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive DIMTS of the benefits of free and open competition.

#### **A. Qualification criteria**

- a) Bidder should have at least 3 (Three) years of relevant experience in maintaining of UPS upto 40KVA, Fire, HVAC, CCTV, PA, WLD and Access control equipments. Documents in support of the relevant experience are required to be submitted along with price bid. DIMTS shall reserve the right to undertake verification of the documents through the source/ issuing authority. In case of any discrepancy, bidder will be disqualified.

#### **B. Time Period**

Time period of AMC work shall be 3 Years **(36 Month)** from the date of the award as indicated in the Letter of Acceptance/ Purchase Order.

The works may have to be carried out after office hours. It may not be possible to execute the work during normal office hours on weekdays. Accordingly, the bidder shall execute the maintenance works on weekends (Saturday/ Sunday) and beyond normal office hours on weekdays. However, breakdowns/ emergency will be attended in working hours/ days.

#### **C. Payment Terms**

50% Payment shall be made to the successful bidder as Advance against submission of Bank Guarantee for same amount along with tax invoice and balance 50% will be paid on satisfactory completion of six months comprehensive maintenance and submission of further tax invoice and Bank Guarantee subject to statutory deductions and penalties, if any, on pro rata basis.

Alternatively, if the successful bidder so desires, the payment can also be made to the successful bidder half yearly/ quarterly after successfully completion of every six months/ three months and on submission of tax invoice subject to statutory deduction and penalties, if any, on pro rata basis.

#### **D. Termination**

DIMTS may, in its discretion, at any time and for any reason of its convenience, terminate this order and upon receipt of such notice, the bidder/ contractor shall, unless the notice otherwise directs, immediately discontinue the work in connection with

performance of this order. Upon such termination, the bidder/ contractor shall be entitled for payment of work/ services rendered up to the date of termination, subject to deductions, if any, in conformity of this order.

## **E. Dispute Resolution**

### **a. Amicable Resolution**

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this LOA/ Purchase order/ contract, (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure given below.

If either party considers any action of other party to be outside the requirements of the contract, or disputes any drawing, record or decision given in writing on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days refer the matter to the CEO & MD, DIMTS or his nominee, for amicable settlement. Upon such reference, both the Parties shall meet at the earliest mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the dispute is not amicably settled within thirty (30) days of such meeting between the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause ( c) below.

### **b. Arbitration**

Subject to the provisions of Clause 6a, any Dispute, which is not resolved amicably, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996.

The Arbitration proceedings shall be conducted by the Sole Arbitrator to be appointed by CEO & MD, DIMTS Ltd. The Party invoking the arbitration clause shall give a notice of its intention to proceed for the arbitration to CEO & MD, DIMTS Ltd., requesting for appointment of Arbitrator. If within thirty (30) days of receipt of such notice/ intimation, CEO & MD, DIMTS Ltd. fails to appoint arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration Act. The award of the sole arbitrator shall be binding on all Parties.

### **c. Rules governing Arbitration Proceedings**

The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, or as amended from time to time.

### **d. The Courts at Delhi/ New Delhi shall have the exclusive jurisdiction.**